

4. I submit this affidavit in support of United National's motion for summary judgment seeking an order from the Court granting United National summary judgment declaring: 1) that this Court's previous finding against 1854 Monroe Avenue H.D.F.C. in this action is binding as against Eulalia Balaguer and warrants summary judgment against Eulalia Balaguer as a matter of law; and 2) that United National is entitled to a declaration that it has no obligation to Eulalia Balaguer under the policy of insurance that United National issued to 1854 Monroe Avenue H.D.F.C. with regards to the claims asserted or any judgment obtained in an underlying personal injury action commenced by Eulalia Balaguer against 1854 Monroe Avenue H.D.F.C. in the Supreme Court for the State of New York, Bronx County, captioned Eulalia Balaguer v. 1854 Monroe Avenue Housing and Development Corporation, under index number 15713/07; and 3) for such other and further relief as this court deems just, equitable and proper.

THE POLICY ISSUED TO MONROE

5. United National issued a policy of insurance, numbered L7280545, to Monroe for the period from May 4, 2006 through May 4, 2007 (hereinafter "the Policy"). A copy of the Policy is annexed hereto as Exhibit "A."

6. Eulalia Balaguer is not named as an insured on the policy, See Exhibit "A".

7. The Policy includes a notice requirement as follows:

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

b. If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received; and
- (2) Notify us as soon as practicable

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
- (2) Authorize us to obtain records and other information
- (3.) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
- (4.) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

See Exhibit A.

8. This late notice of occurrence and claim provision applies in this case as the insured and claimant were aware of the accident which occurred on December 20, 2006 yet failed to report it until July 20, 2008.

THE DISCLAIMER OF COVERAGE BY UNITED

9. Balaguer, the plaintiff in the underlying action and claimant in this coverage action, alleges that she was injured when she fell on the insured’s premises on December 20, 2006. See Exhibit “B” for a copy of the Summons and Complaint in the Underlying Action.

10. On July 20, 2007, United National received its first notice of the occurrence and claim giving rise to the underlying action. This was a delay of seven months from the date of

Balaguer's alleged fall. The notice came in the form of a fax from Monroe's Broker, Murphey and Jordan LLC, with the Summons and Complaint in the underlying action and was sent to United National's agent, Morstan General Agency. See Exhibit "B" for a copy of the fax cover sheets along with Acord Loss Form and Summons and Complaint.

11. Despite diligent efforts, United National was unable to obtain Monroe's cooperation with United National's investigation into the occurrence and claim, making it difficult for United National to render a coverage decision. On August 2, 2007, United National sent Monroe a letter informing them that if they did not cooperate, United National would be forced to disclaim coverage as their noncooperation violated the terms of the policy. See Exhibit "C" for a copy of United National's demand for cooperation.

12. On August 21, 2007, 32 days after receiving its first notice of the occurrence, claim and suit, United National disclaimed coverage to Monroe and Balaguer based on their failure to provide timely notice of the occurrence and claim. See Exhibit "D" for a copy of United National's disclaimer.

13. Based on the foregoing, United National has no obligation to Balaguer under the policy that it issued to Monroe.

WHEREFORE, United National requests an order from the Court granting United National summary judgment declaring:

1) that this Court's previous finding against 1854 Monroe Avenue H.D.F.C. in this action is binding as against Eulalia Balaguer and warrants summary judgment against Eulalia Balaguer as a matter of law; and

2) that United National is entitled to a declaration that it has no obligation to Eulalia Balaguer under the policy of insurance that United National issued to 1854 Monroe Avenue

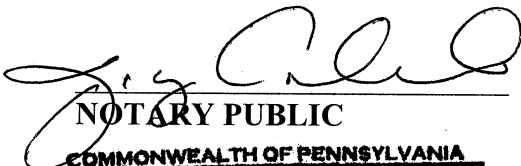
H.D.F.C. with regards to the claims asserted or any judgment obtained in an underlying personal injury action commenced by Eulalia Balaguer against 1854 Monroe Avenue H.D.F.C. in the Supreme Court for the State of New York, Bronx County, captioned Eulalia Balaguer v. 1854 Monroe Avenue Housing and Development Corporation, under index number 15713/07; and

3) for such other and further relief as this court deems just, equitable and proper.



MARK SMITH

SWORN to before me this
day of May, 2008.



NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JOY COLEMAN, Notary Public

Lower Merion Twp., Montgomery County

My Commission Expires September 19, 2011

EXHIBIT A



UnitedAmerica Insurance Group

Penn-America Group, Inc.[®]
Penn-America Insurance Company[®]
Penn-Star Insurance Company[®]
Penn-Patriot Insurance Company

United National Group[®]
United National Insurance Company[®]
Diamond State Insurance Company[®]
United National Specialty Insurance Company[®]
United National Casualty Insurance Company[®]

CERTIFICATION

This is a true and certified copy of policy number L7180545 - 1854 MONROE ST.
H.C.F.C.

Name: Priscilla K. Priestman
Priscilla K. Priestman

Title: Assistant Vice President of Underwriting; Northeast Regional Manager

Date: 05/05/08

Sworn to and subscribed
before me this 5th day
of May, 2008.

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Shelley P. Wassberg, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires April 18, 2011
Member, Pennsylvania Association of Notaries

Shelley P. Wassberg
Notary Public

POLICY BANNER PAGE

POLICY NUMBER: L7180545

INSURED: 1854 MONROE ST. H.C.F.C.

POLICY FORMS ARE COMPLETE

1854 MONROE ST. H.C.F.C.

L7180545

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
COMMON		
DPA100	0898	COMMON POLICY DECLARATIONS
EAA100	0798	IN WITNESS CLAUSE
IL0003	1185	CALCULATION OF PREMIUM
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	1185	NUCLE ENERGY LIAB EXCL (BROAD)
IL0185	0498	NY CHANGES - CALC OF PREM
IL0268	0498	NY CHANGES - CANC & NON RENL
IL0985	0103	DISCLOSURE TERROR RISK INSURANCE
COMMERCIAL GENERAL LIABILITY		
CL150	0995	CGL COVERAGE PART DECLARATIONS
CG0001	0196	CGL COVERAGE FORM
CG0163	0798	NY CHANGES - CGL COVERAGE FORM
CG2144	1185	LIMIT OF COV DES PREM PROJECT
CG2147	1093	EMPLYMNT RELATED PRACTICE EXCL
CG2149	0196	TOTAL POLLUTION EXCL ENDT
CG2621	1091	NY CHANGES/TRANSFER OF DUTIES
CG2624	0892	NY CHANGES - LEGAL ACTION / US
SL4	0298	EXCL - ASSAULT & BATTERY
SL11	0598	EXCL - ASBESTOS
SL31	0298	EXCL - LEAD LIABILITY
SL65	0698	EXCL PUNITIVE & EXEMPLARY DAMG
**		END OF GL FORMS

**united
national
group****UNITED NATIONAL SPECIALTY INSURANCE COMPANY**
MILWAUKEE, WISCONSIN**RENEWAL CERTIFICATE**
VALUABLE - ATTACH TO YOUR POLICY**Policy Number:** L7180545**Named Insured:** 1854 MONROE AVENUE, H.D.F.C.**Mailing Address:** C/O MONICA ACEVEDO
Street: 1854 MONROE AVE.City: BRONX
State & Zip Code: NY 10457**Renewal Period:** From: May 4, 2006 To: May 4, 2007
at 12:01 A.M. Standard Time at the mailing address shown above.**Producer Name:** Morstan General Agency
Address: P.O. BOX 4500
PO Box 4500**Producer Number:** MANHASSET NY 11030-4500
01076

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY: IL 0985

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial General Liability Coverage Part

\$5,939.00

TOTAL

\$5,939.00

By: 

Countersignature

COPY

POLICY NUMBER: L7180545

IL 09 85 01 03

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002

SCHEDULE*

Terrorism Premium (Certified Acts) \$ EXCLUDED

Additional Information, if any, concerning the terrorism premium:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation In Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Policy Change
Number 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. L7180545	POLICY CHANGES EFFECTIVE 05/05/2006	COMPANY UNITED NATIONAL SPECIALTY INSURANCE COMPANY
NAMED INSURED 1854 MONROE AVENUE, H.D.F.C.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED Commercial General Liability		
<p align="center">CHANGES</p> <p>IT IS HEREBY UNDERSTOOD AND AGREED THAT FORM EPA-100 IS AMENDED TO SHOW THE POLICY PERIOD AS 05/05/06 TO 05/05/07 IN LIEU OF 05/04/06 TO 05/04/07</p> <p>NO CHANGE IN PREMIUM 05/08/06 KB BRK:MURPHY & JORDAN, INC</p>		

Authorized Representative Signature



UNITED NATIONAL SPECIALTY INSURANCE COMPANY

MILWAUKEE, WISCONSIN

RENEWAL CERTIFICATE
VALUABLE - ATTACH TO YOUR POLICY

Policy Number: L7180545

Named Insured: 1854 MONROE AVENUE, H.D.F.C.

Mailing Address: C/O MONICA ACEVEDO
Street: 1854 MONROE AVE.

City: BRONX
State & Zip Code: NY 10457

Renewal Period: From: May 5, 2006 To: May 5, 2007
at 12:01 A.M. Standard Time at the mailing address shown above.

Producer Name: Morstan General Agency
Address: P.O. BOX 4500
PO Box 4500

MANHASSET NY 11030-4500
 Producer Number: 01076

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY: IL 0985

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

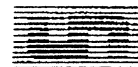
Commercial General Liability Coverage Part

\$5,939.00

TOTAL	\$5,939.00
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By: _____

Countersignature



united
national
group

UNITED NATIONAL SPECIALTY INSURANCE COMPANY
MILWAUKEE, WISCONSIN

RENEWAL CERTIFICATE
VALUABLE - ATTACH TO YOUR POLICY

Policy Number: L7180545

Named Insured: 1854 MONROE AVENUE, H.D.F.C.

Mailing Address: C/O MONICA ACEVEDO
Street: 1854 MONROE AVE.

City: BRONX
State & Zip Code: NY 10457

Renewal Period: From: May 5, 2005 To: May 5, 2006
at 12:01 A.M. Standard Time at the mailing address shown above.

Producer Name: Morstan General Agency
Address: 1981 Marcus Avenue
Suite 105

Producer Number: Lake Success NY 11042
01076

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY: IL 0985

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

PREMIUM

\$5,939.00

TOTAL

\$5,939.00

By: _____

Countersignature

ENTERED

MAY 10 2005

RECEIVED

MAY 08 2005

by Data Entry

03/09/05 By DATA ENTRY
EPA-100 Checked By: *[Signature]*

COPY

POLICY NUMBER: L7180545

IL 09 85 01 03

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002

SCHEDULE*

Terrorism Premium (Certified Acts) \$ EXCLUDED

Additional Information, if any, concerning the terrorism premium:

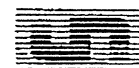
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation In Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

united
national
group**UNITED NATIONAL SPECIALTY INSURANCE COMPANY**A Stock Company
MILWAUKEE, WISCONSIN**COMMERCIAL INSURANCE POLICY
COMMON POLICY DECLARATIONS****Policy Number:** L7180545 **Renewal of:****Named Insured:** 1854 MONROE ST. H.C.F.C.**Mailing Address:** C/O MONICA ACEVEDO
Street: 1854 MONROE AVE.**City:** BRONX
State & Zip Code: NY 10457**Producer Name:** Morstan General Agency
Address: 1981 Marcus Avenue
Suite 105**Producer Number:** Lake Success NY 11042
01076**Policy Period:** From: May 5, 2004 To: May 5, 2005
at 12:01 A.M. Standard Time at the mailing address shown above.**Business Description:** BUILDING OWNER**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE, AS STATED IN THIS POLICY.**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	\$5,939.00

TOTAL \$5,939.00

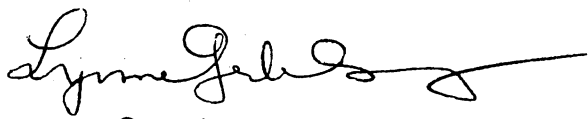
Premium shown is payable: \$5,939 at inception; 1st Anniversary; 2nd Anniversary

Form(s) and Endorsement(s) made a part of this policy at time of issue:

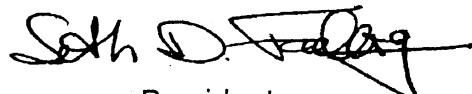
SEE ATTACHED SCHEDULE OF POLICY FORMS AND ENDORSEMENTS SAA-100

In Witness Clause

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 03 11 85

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESS AUTO COVERAGE
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- FARM COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 11 85

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY
NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material"; "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor"; "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material"

content and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility." "Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel" or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25

grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.